

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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SHANGHAI SHUOXIN INTERNATIONAL CO.
LTD.

Case No. 23-cv-8496

Plaintiff,

COMPLAINT

-against-

JURY TRIAL DEMAND

EL TORO CARMESI, LLC

Defendant.
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This is an action to recover more than \$925,319 for damages sustained by Shanghai Shuoxin International Co., Ltd(“Plaintiff”), a company organized under the laws of the People’s Republic of China, brought against El Toro Carmesi LLC(“Defendant”) a Texas Limited Liability Company, as a result of Defendant’s breach of contract, among other things.

JURISDICTION AND VENUE

1. The jurisdiction of this Court is invoked under 28 U.S.C. § 1332(a)(2). The amount in controversy exceeds \$75,000. Plaintiff is a company with a principal place of business in Shanghai, China and, Defendant is company formed under the laws of Texas with a principal place of business in New York, NY.

2. Personal jurisdiction over Defendant is proper pursuant to N.Y.C.P.L.R § 302 because:

- 1) Defendant regularly does or solicits business, engaging in other persistent courses of conduct in this forum, and/or derive substantial revenue from goods and services provided to individuals in New York and in this District; and
- 2) is domiciled in the State of New York.

3. The venue also properly lies with this Court pursuant to 28 U.S.C. § 1391(b)

because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district and Defendant is a resident of the forum state.

PARTIES

4. At all relevant times, Plaintiff is a Chinese clothing trader, incorporated in Shanghai, China, with its principal place of business at Room 1302, Huawen International Plaza NO.999, ZhongShan West Road, Shanghai, China, 20005. Plaintiff's members both reside in Shanghai, China.

5. At all relevant times, Defendant El Toro Camesi, LLC¹ is a Texas Limited Liability Company with a principal place of business located at 1410 Broadway, Suite 2903, New York, NY 10018. Upon information and belief, Defendant is domiciled in the State of New York because at least one of its members resides in the State of New York.

STATEMENT OF FACTS

6. Plaintiff has been an Swimming Apparel supplier for Defendant for many years.

7. Defendant is a swimsuit wholesaler in the business of selling swimsuits to retailers and customers.

8. From 2022, Plaintiff started manufacturing and shipping swimsuits for Defendant.

9. Defendant placed multiple Purchase Orders using two of Defendant's DBA name, one is Fit 4 U and the other one is JEBEZ Apparel.

10. Defendant placed 12 purchase orders using its DBA name Fit 4 U:

1) PO 100156: Outstanding Payment: Your company currently owes a total of \$70,957.65 for this purchase order.

2) PO 100157: Outstanding Payment: Your company currently owes a total

¹ d/b/a: Fit 4 U; also d/b/a:JEBEZ Apparel

of \$40,894.16 for this purchase order.

3) PO 100158: Outstanding Payment: Your company currently owes a total of \$105,681.54 for this purchase order.

4) PO 100159: Outstanding Payment: Your company currently owes a total of \$87,000.32 for this purchase order.

5) PO 100160: Outstanding Payment: Your company currently owes a total of \$48,775.05 for this purchase order.

6) PO 100164: Outstanding Payment: Your company currently owes a total of \$2,140 for this purchase order.

7) PO 100183: Outstanding Payment: Your company currently owes a total of \$8652.80 for this purchase order.

8) PO 100184: Outstanding Payment: Your company currently owes a total of \$9,122.20 for this purchase order.

9) PO 100186: Outstanding Payment: Your company currently owes a total of \$126,338.32 for this purchase order.

10) PO 100187: Outstanding Payment: Your company currently owes a total of \$129,489.04 for this purchase order.

11) PO 100188: Outstanding Payment: Your company currently owes a total of \$88,507.06 for this purchase order.

12) PO 100189: Outstanding Payment: Your company currently owes a total of \$79,779.78 for this purchase order.

11. The total amount for the 12 Fit 4u purchase orders stands at \$797,337.92, while Plaintiff's actual invoice amount is \$796,963.99, with a payment of \$96,295.79 already made.

Consequently, the remaining outstanding balance for the Fit 4u purchase orders is **\$700,668.20**.(796,963.99-96,295.79).

12. Defendant also placed 8 purchase orders using its DBA name JEBEZ Apparel:

1) PO SS1017: Outstanding Payment: Your company currently owes a total of \$30,954 for this purchase order.

2) PO SS1018: Outstanding Payment: Your company currently owes a total of \$18,195 for this purchase order.

3) PO SS1019: Outstanding Payment: Your company currently owes a total of \$19,800.60 for this purchase order.

4) PO SS1020: Outstanding Payment: Your company currently owes a total of \$4,321.20 for this purchase order.

5) PO SS1021: Outstanding Payment: Your company currently owes a total of \$117,696 for this purchase order.

6) PO SS1022: Outstanding Payment: Your company currently owes a total of \$29,328 for this purchase order.

7) PO SS1023: Outstanding Payment: Your company currently owes a total of \$2,484 for this purchase order.

8) PO SS1024: Outstanding Payment: Your company currently owes a total of \$1,872 for this purchase order.

13. The total outstanding amount for JEBEZ Apparel purchase orders is **\$224,650.80**.

14. Defendant refuses to pay a total of \$925,319 for goods it accepted delivery of and has already sold to its customers.

15. Defendant has never raised quality issues regarding the merchandise they have

already received.

16. Fit 4 U Purchases Orders and Invoices are attached as Exhibit A.
17. JEBEZ Apparel Purchase Orders and Invoices are attached as Exhibit B.
18. Plaintiff now brings this action to recover the amount due.

COUNT I
BREACH OF CONTRACT

19. Plaintiff realleges and incorporates by reference all previous allegations as though set forth fully herein.

20. The Purchase Orders were valid and enforceable contracts.
21. Plaintiff performed all of its obligations pursuant to the Purchase Orders.
22. Defendant was obligated to pay Plaintiff for the goods that Plaintiff delivered pursuant to these Purchase Orders.

23. As of today, Defendant has failed to pay for the goods under these Purchase Orders, for a total amount due of \$925,319.

24. Defendant thereby breached the terms of these Purchase Order.

25. As a result, Plaintiff is entitled to recover \$925,319, plus interest, costs, and attorney's fees in connection with these Purchase Orders.

COUNT II
GOOD SOLD AND DELIVERED

26. Plaintiff realleges and incorporates by reference all previous allegations as though set forth fully herein.

27. Plaintiff agreed to manufacture and ship merchandise to Defendant per the agreed terms on the Purchase Orders.

28. The goods sold and delivered to Defendant, were of a reasonable value of

\$925,319.

29. Defendant, for multiple times, promised to pay for the Plaintiff for manufacturing and shipping the goods specified in the attached exhibits.

30. As a result, Plaintiff is entitled to recover \$925,319, plus interest, costs, and attorney's fees in connection with these Purchase Orders.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff demands judgment as follows:

1. On all causes of action, for judgment against Defendant in the amount of \$925,319(\$224,650.80+\$700,668.20), plus pre and post judgment interest;
2. On all causes of action, for costs and disbursements;
3. On all causes of action, for attorney's fees and expenses, in such sums as may be determined by the Court;
4. On all causes of action, for incidental damages; and
5. For such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff hereby demands a jury trial on all issues so triable.

Dated this 27th day of September, 2023.

/s/ Ruoting Men

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